

# Exhibit G

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION

In Re FACEBOOK PPC )  
Advertising Litigation ) Master Case No.  
 ) 5:09-cv-03043 JF  
This Document Relates To: ) VOLUME I  
All Actions. )

Videotaped Deposition of GLENN KESNER,  
taken at 808 Wilshire Boulevard, Suite 300,  
Santa Monica, California, commencing at  
9:23 A.M., Tuesday, April 12, 2011, before  
Wendy S. Schreiber, CSR No. 3558, RPR.

PAGES 1 - 217

1 Q. Your lawyer, as he's probably explained to  
2 you, may object throughout the course of the day.  
3 You'll probably get a feel for how that works pretty  
4 quickly, but his objections don't relieve you of the  
5 obligation to answer my questions unless he 09:26:34  
6 instructs you not to answer, which he may do in  
7 certain circumstances.

8 Does that make sense also?

9 A. Yes.

10 Q. I take it you work at RootZoo? 09:26:44

11 A. I'm the President and Chief Executive  
12 Officer.

13 Q. The President and CEO of RootZoo. How long  
14 have you been in that position?

15 A. Since November of 2010. 09:26:53

16 Q. So you came to RootZoo after this lawsuit  
17 was filed against Facebook, correct?

18 A. Correct.

19 Q. And I take it -- were you -- were you at  
20 RootZoo in a different position before or didn't 09:27:13  
21 join the company until November 2010?

22 A. I was -- I was a board member of Eclipse  
23 Media Technologies in February of 2010 until  
24 November of 2010.

25 Q. Eclipse is the parent company of RootZoo? 09:27:31

1 give testimony on its behalf.

2 Q. Okay. What did you do to prepare for the  
3 deposition today?

4 A. I reviewed the complaint and discussed --  
5 discussed the issues with my attorney.

09:28:50

6 Q. What else?

7 A. I also had communication with Jesse Boskoff.

8 Q. Who is Jesse Boskoff?

9 A. He is the -- he was the founder of RootZoo.

10 Q. Does he still work at RootZoo?

09:29:12

11 A. No.

12 Q. Not in any capacity? Not as an outside  
13 consultant or anything? He's just no longer working  
14 at the company?

15 A. Correct.

09:29:22

16 Q. For how long did you meet with your  
17 attorney?

18 A. We met yesterday and over the course of a  
19 few days. That's it.

20 Q. Like a few complete days? A few  
21 seven-or-eight-hour days or something less than  
22 that?

09:29:36

23 A. Less than that.

24 Q. A few --

25 A. I'd say four or five times over the course

09:29:46

1 complaint in July 2009?

2 A. No, no, the same servers.

3 Q. So what do you mean by "it was my  
4 understanding that information wasn't passed on"?

5 A. Jesse Boskoff had access to the security 09:33:32  
6 codes to access the servers, passwords, et cetera,  
7 and no one else did in the company.

8 Q. When did Jesse Boskoff leave RootZoo?

9 A. Around February of 2010.

10 Q. February 2010. So it's been a little over a 09:33:52  
11 year?

12 A. Uh-huh.

13 Q. And this -- when did you have these  
14 conversations with Mr. Boskoff?

15 A. In the fall of 2010. 09:34:02

16 Q. In the fall of 2010.

17 A. After I became CEO. So I guess it would be  
18 after November probably.

19 Q. After November. So it would be fair to say  
20 more like the winter of 2010? 09:34:19

21 A. Uh-huh, yes.

22 Q. Now, were these conversations for the  
23 purpose of preparing for your deposition today or  
24 were they for the purpose of obtaining the security  
25 codes to the servers? 09:34:34

1 Q. Approximately is fine.

2 A. It was over the course of weeks. It was one  
3 conversation, a response, back and forth.

4 Q. Okay. And was the nature of those  
5 conversations to ask Mr. Boskoff if he would be 09:38:12  
6 available to sit for this deposition today?

7 A. No, I requested a meeting in New York to  
8 discuss the case.

9 Q. Okay.

10 A. And get his feedback. 09:38:25

11 Q. And did he grant that request?

12 A. No, he declined.

13 Q. Just to skip ahead a little, did you have  
14 any substantive communications with Mr. Boskoff  
15 about the facts underlying RootZoo's suit with 09:38:44  
16 Facebook?

17 A. No.

18 Q. So would it be a fair characterization --  
19 and if it's not you can put this in your own  
20 words -- to say that you requested that Mr. Boskoff 09:38:56  
21 give you the information about the facts that  
22 underlie RootZoo's suit against Facebook but he  
23 refused to give you any of that information?

24 A. I would say that would be fair.

25 Q. Okay. Apart from your attorney, did you 09:39:09

1 documents and have just heard from your attorney,  
2 you don't know if the RootZoo lawsuit against  
3 Facebook has any merit, correct?

4 A. Can you rephrase that question? I don't  
5 exactly understand. 09:40:41

6 MR. SHUB: I'm going to object to that as  
7 argumentative. Just ask him about the facts of the  
8 case, not whether it has merit. That's a legal  
9 conclusion whether it has merit.

10 MR. GUTKIN: You can feel free to make your 09:40:49  
11 objections but I'll ask the questions I'd like to.

12 MR. SHUB: I just did.

13 THE WITNESS: Can you ask again, then?

14 Q. Sure. No problem.

15 Apart from what you've learned from talking 09:40:58  
16 about the case with your attorney and from what  
17 you've seen in the documents, you don't know one way  
18 or the other whether RootZoo's lawsuit against  
19 Facebook is valid?

20 A. Not apart from anything I've read or 09:41:10  
21 discussed with my attorney.

22 Q. And there are no other conversations with  
23 anyone else -- Mr. Boskoff or anyone else apart from  
24 your attorney -- about the facts of RootZoo's  
25 lawsuit against Facebook? 09:41:26

1 develop a business model to make money at some  
2 point?

3 MR. SHUB: Objection: relevancy.

4 You can answer.

5 THE WITNESS: We have discussed possible 09:58:28  
6 plans but have nothing specific that we have done  
7 with it at this point --

8 BY MR. GUTKIN:

9 Q. Okay.

10 A. -- since Jesse's departure. 09:58:38

11 Q. Why do you say "since Jesse's departure"?

12 A. Jesse was the founder and the one who led  
13 RootZoo and when he left, there was a vacuum.

14 Q. Okay. You said he was the founder. Was he  
15 also the CEO before he left? 09:58:57

16 A. Yes.

17 Q. Okay.

18 A. I don't know his specific title, but he was  
19 in charge of the site.

20 Q. What's -- do you know RootZoo's history of 09:59:08  
21 doing online advertising for itself?

22 A. No.

23 Q. So you don't know if RootZoo, for example,  
24 uses a service called Google Ad Words so that it  
25 will come up in response to web searches on the 09:59:29



1 A. No, I did not.

2 Q. Do you know what information or materials  
3 Mr. Boskoff or anyone at RootZoo reviewed before  
4 RootZoo chose to buy advertising from Facebook?

5 A. It's my understanding he read the 10:23:25  
6 requirements that are a part of when you would  
7 advertise on Facebook. Agreements, et cetera.

8 Q. Okay. So let's start with the basis for  
9 your understanding. What is the basis for your  
10 understanding that Mr. Boskoff read those things? 10:23:43

11 A. Well, twofold. No. 1, based on some of the  
12 things I read in the Complaint, and also Jesse was  
13 clearly a very talented and experienced person to be  
14 able to create a website like RootZoo and I think he  
15 would have read those things. 10:23:59

16 Q. Okay. So first is you read it in the  
17 Complaint and so you take it to be true or assume it  
18 to be true?

19 A. Uh-huh.

20 Q. Second is based on what you know about Jesse 10:24:10  
21 you think he would have reviewed materials from  
22 Facebook?

23 A. Absolutely. I certainly would have and I  
24 would trust that he would, too.

25 Q. Okay. Any other basis to know what 10:24:22

1 Mr. Boskoff or anyone at Facebook --

2 MR. SHUB: At RootZoo?

3 MR. GUTKIN: Thank you. I appreciate that,  
4 Counsel.

5 Q. -- that Mr. Boskoff or anyone at RootZoo 10:24:33  
6 reviewed prior to buying advertising from Facebook?

7 A. Nothing between those two.

8 Q. Nothing apart from those two?

9 A. Apart from those two.

10 Q. Do you know particularly what materials 10:25:02  
11 Mr. Boskoff or anyone from RootZoo reviewed prior to  
12 choosing to advertise on Facebook?

13 A. No, I do not.

14 Q. So you don't know, for example, if  
15 Mr. Boskoff or anyone from RootZoo reviewed FAQs or 10:25:22  
16 Frequently Asked Questions documents?

17 A. I believe he reviewed a Help Center  
18 document.

19 Q. A Help Center document?

20 A. Yes. 10:25:33

21 Q. And can you be any more specific about what  
22 it was?

23 A. I believe the Help Center document -- this  
24 is again what I've read in the Complaint --  
25 indicated that Root -- that Facebook does not charge 10:25:48

1 for, you know, inaccurate clicks.

2 Q. And so your belief that that particular  
3 document reviewed was reviewed by someone at RootZoo  
4 before choosing to advertise with Facebook is based  
5 solely on what you read in the Complaint? 10:26:12

6 MR. SHUB: No, objection. Mischaracterizes  
7 testimony.

8 You can answer.

9 THE WITNESS: Well, also if you read the  
10 correspondence between Jesse and Facebook, he's 10:26:23  
11 clearly extremely agitated and upset and frustrated  
12 with the amount of clicks he's been getting versus  
13 what he's seeing on his own Google Analytics, and  
14 the tone of those conversations is clearly showing  
15 that he feels like he's being unfairly charged for 10:26:40  
16 clicks that he's not -- for clicks that aren't  
17 resulting in visits to his website.

18 Q. So so I understand --

19 A. So I think it would be reasonable to say  
20 that he has an expectation that he's going to be 10:26:50  
21 charged for the accurate clicks and not charged for  
22 clicks that aren't accurate.

23 Q. So my question is directed at this  
24 particular Help Center document that you just  
25 referred to. Is your sole basis for believing that 10:27:01

1 Mr. Boskoff or anyone at RootZoo read that  
2 particular document what you've read in the  
3 Complaint?

4 A. I think that Jesse is somebody who would  
5 review documents carefully and I would -- I would 10:27:15  
6 assume that he would read what he needs to read to  
7 understand the basis between his advertising on  
8 Facebook and how he's being charged.

9 Q. You would assume that Mr. Boskoff reviewed  
10 the entirety of the materials available from 10:27:32  
11 Facebook related to running advertisements on  
12 Facebook?

13 A. I can't say that. It probably is an endless  
14 amount. I don't know.

15 Q. So you don't know whether he reviewed any 10:27:43  
16 particular document based on this assumption?

17 A. I said before I don't know what documents he  
18 reviewed.

19 Q. Or that anyone -- you don't know what  
20 documents anyone at RootZoo reviewed prior to 10:27:53  
21 choosing to buy advertising from Facebook?

22 A. No, I do not.

23 Q. Do you know what was important to Mr. -- let  
24 me ask.

25 Do you know if Mr. Boskoff would have been 10:28:25

1 the decisionmaker at RootZoo who would have made the  
2 decision to advertise on Facebook?

3 A. Yes.

4 Q. And do you know what was -- what went into  
5 his decision as to whether to advertise on Facebook? 10:28:37

6 A. No, I do not.

7 Q. So you don't know in any way what was  
8 important to him or not important to him regarding  
9 his decision on behalf of RootZoo to advertise on  
10 Facebook? 10:28:52

11 A. No, I do not.

12 Q. Do you know how many advertisements RootZoo  
13 purchased from Facebook?

14 A. No, I do not.

15 Q. No sense at all of that? 10:29:59

16 A. No.

17 MR. SHUB: You mean without looking at  
18 Facebook's records that clearly would indicate how  
19 many there were?

20 MR. GUTKIN: Counsel, I'm going -- 10:30:11

21 MR. SHUB: This is ridiculous.

22 MR. GUTKIN: I am going to object to your  
23 commentary again on the basis that you should not be  
24 supplying the witness with answers, as you know.

25 MR. SHUB: That wasn't an answer because the 10:30:21

1 question wasn't directed at anything I just said but  
2 just go ahead.

3 BY MR. GUTKIN:

4 Q. Are you familiar with the term "conversion"  
5 as it relates to RootZoo's website, what it would 10:30:49  
6 mean to get a conversion from a RootZoo website  
7 user?

8 A. No, I'm not.

9 Q. Are you familiar -- let me try and ask it a  
10 different way. 10:31:03

11 Are you familiar with the term "conversion"  
12 in terms of what it would mean to get a conversion  
13 for the RootZoo website from a click on RootZoo's  
14 advertisement from the Facebook website?

15 A. No. 10:31:17

16 Q. That term "conversion" --

17 A. I've never heard the term "conversion" in  
18 relation to Internet advertising.

19 Q. To the best of your recollection sitting  
20 here as RootZoo's representative who is most 10:31:30  
21 knowledgeable about Facebook's communications with  
22 RootZoo, you don't recall the term "conversion"  
23 coming up in those communications?

24 A. In the documents that I read or the  
25 discussions I've had, no. 10:31:44

1 Q. Okay.

2 A. Or in my own personal knowledge I don't know  
3 what the word means in relation to this.

4 Q. Okay. Are you familiar with the term "click  
5 quality" as it relates to website advertising? 10:32:48

6 A. No, I'm not -- I'm not a web ad expert by  
7 any means.

8 Q. Okay. Let me just ask you a couple of  
9 questions. So you do not consider yourself an  
10 expert on websites' measures to ensure that clicks 10:33:06  
11 on advertisements are valid clicks?

12 A. I am not an expert in that, no.

13 Q. Okay. Do you know the industry norms for  
14 ensuring that advertisers on a website are only  
15 charged for valid clicks? 10:33:28

16 A. I believe reading the Complaint that there's  
17 a bureau that represents best practices and that  
18 most of the other social networks subscribe to that.

19 Q. Can you give me more detail on that? What  
20 bureau are you referring to? 10:33:46

21 A. Computer advertising bureau. I'm not sure  
22 exactly. There was a three-letter word and I  
23 believe Google and Yahoo! and -- I'm not sure what  
24 other of the other major social network sites  
25 subscribe to it. 10:34:00

1 phrased. Do you know whether RootZoo contends that  
2 that is a click at issue in this dispute?

3 A. No, I don't know.

4 Q. Or what about a person who clicks on the  
5 RootZoo ad with the intention of going to the 11:06:00  
6 RootZoo website but then is using an unusual browser  
7 that's not compatible with the RootZoo website and  
8 therefore your site is not able to load correctly?  
9 Is that -- do you know one way or the other whether  
10 that's a click that RootZoo would contend it should 11:06:16  
11 not have been charged for?

12 A. No, I do not?

13 Q. Do you know what representations of any kind  
14 from Facebook RootZoo was relying upon when it  
15 decided to purchase advertising from Facebook? 11:06:44

16 A. No, I do not.

17 Q. Did you look at the exhibits to the  
18 Complaint?

19 A. Which exhibits?

20 Q. There were exhibits to the Complaint that's 11:07:11  
21 in front of you that were printouts from the  
22 Facebook website. They're not attached to what I've  
23 handed you. I'm just asking if you looked at them  
24 for right now because I'm trying to short circuit,  
25 frankly. 11:07:30



1 Q. Do you have --

2 A. I should say, no, there's no one at the  
3 company that knows that.

4 Q. You know, why don't I just take a step back  
5 and ask how many current employees does RootZoo.com 12:27:32  
6 have?

7 A. I'm the sole employee.

8 Q. How is your website being kept running? Is  
9 it self-sustaining?

10 A. It is. We pay the server fees. 12:27:48

11 Q. Okay. So the only thing that you -- the  
12 only thing that anyone employed by RootZoo.com is  
13 doing to keep the website running is paying the  
14 server fees?

15 A. Yes. 12:28:04

16 Q. How long has that been the case?

17 A. Since Jesse ceased being involved. Oh, I'm  
18 sorry. Can you define -- can you clarify the  
19 question? How long has what been the case?

20 Q. That no one has been doing anything to 12:28:20  
21 modify or change or sustain the website's operation  
22 apart from paying server fees.

23 A. We began paying server fees I believe in  
24 possibly January of this year.

25 Q. January of 2011? 12:28:41

1           A.     Default.  I'm not sure of the exact  
2     terminology, I'm sorry.

3           Q.     Let me talk it out --

4           A.     They had a promissory note and they didn't  
5     pay and so I'm not sure if the terminology is           02:19:51  
6     foreclosed or default.

7           Q.     RootZoo had a promissory note for a loan  
8     that it had taken from Eclipse?

9           A.     Correct.

10          Q.     And that loan came due and RootZoo was           02:20:02  
11     unable to pay; is that correct?

12          A.     I believe that's correct.

13          Q.     And then Eclipse took over RootZoo  
14     effectively?

15          A.     Correct.                                   02:20:14

16          Q.     Is that the point when Mr. Boskoff was let  
17     go from RootZoo?

18          A.     I don't know if that was the exact point but  
19     at some point the relationship deteriorated where  
20     Mr. Boskoff was no longer involved with the company.   02:20:27  
21     I don't know if that was the final catalyst or if  
22     there was something preceding that.

23          Q.     And it was not an amicable parting of the  
24     ways in your view?

25          A.     No.                                       02:20:41